

# Registration Agreement

In order to complete the registration process, we kindly ask you to read and agree to the Terms and Conditions listed below.

## 1. Contracting parties.

1.1. The Domain Name Registration (further on, '**the Agreement**') is made between the **Registrant** ('you') - an individual or an entity wishing to register a domain name, and the **Registrar** ('us') - WEDOS Internet a.s., Masarykova 1230, 373 41, Hluboká nad Vltavou, Czech Republic.

1.2. The '**Registrar**' ('we', Wedos Internet a.s.) is a company accredited for domain name registrations, authorised by the Internet Corporation for Assigned Names and Numbers ('**ICANN**') to register gTLD domain names. Thus, we are acting under the boundaries of the agreement between ICANN and us (the '**ICANN Agreement**'). Thus, you should acknowledge and take into account that we might at any time modify the Agreement in order to comply with the ICANN Agreement or the Registry Operator Agreement or with any other ICANN or the Registry Operator policies that we are bound to follow.

**Please find the copies of the ICANN Rules that we follow at the links below:**

Registrar Accreditation Agreement: [www.icann.org/en/about/agreements/registrars](http://www.icann.org/en/about/agreements/registrars)

Consensus Policies: [www.icann.org/en/resources/registrars/consensus-policies](http://www.icann.org/en/resources/registrars/consensus-policies)

Additional governing rules can be found at: [www.icann.org](http://www.icann.org)

Copies of the Registry Rules can be found at: [www.ascio.com/policies](http://www.ascio.com/policies).

1.3. By choosing the '**Agree**' option in the relevant acceptance box, you agree to all of the Terms and Conditions listed in the Registration Agreement and to all other Policies, Rules, Regulations and Practices stated by ICANN.

1.4. In the event of any inconsistency between the terms of this Agreement, ICANN Rules and Registry Rules, the order of priority shall be as follows: (1) ICANN Rules; (2) Registry Rules; (3) this Agreement.

## 2. Data collection and processing.

2.1. Being part of the registration process, you are to provide us with the following information:

- your full name, postal address, e-mail address, valid phone number, fax number (if applicable);
- if the Registrant ('you') is a corporation/organization/association – the full contact details of an authorised person for contact purposes;
- the IP addresses of the primary and the secondary nameservers for the domain name;
- the corresponding names of those nameservers;
- the full name, postal address, e-mail address, valid phone number and fax number (if applicable) of the administrative contact for the domain name.

2.2. Please note that we keep records related to any domain name registration applications, as well as to any domain names already registered, administered or renewed. We also keep records related to any other Services we provide you with. These records may include (but are not limited to):

- full name, postal address, e-mail address, valid phone number, fax number (if applicable) of the technical contact;
- the date of the original creation of a domain name registration or renewal or the date of the request for Services;
- the date and time of submission of a registration or renewal application, or of the request for Services;
- communications between you and us concerning submissions, forwarding, modifications or terminations of services (or any other related correspondence);
- the expiration date of the registered domain name;
- information concerning any activity between you and us on behalf of our services.

Please be aware that WEDOS Internet a.s. may request any other relevant data and information that might then be kept by WEDOS Internet a.s. in order to facilitate the commercial relationship between you and us.

2.3. Please note that as we are bound by the ICANN Agreement and other registry rules and policies, we are obliged to provide ICANN and the Registry Operator with your data and information. Moreover, due to the ICANN Agreement and other registry rules and policies mentioned above, the data in your domain name application and registration forms will be made publicly available through the WHOIS service.

2.4. By signing this Agreement you, as the Registrant, agree and confirm that any questions concerning data storage and collection have been made transparent and clear in [Part \(2\)](#) of the Agreement.

2.5. We, as the Registrar, guarantee that your personal data will only be used in a way described in [Part \(2\)](#) of this Agreement. We also guarantee that no other 3rd party except for the parties mentioned above will be granted access to your personal information.

### **3. Registrant obligations**

3.1. By signing this Agreement you guarantee us and agree that:

- all the data and information that you present and send us during the course of the registration, maintenance, support, prolongation and renewal of your domain name(s), is precise, accurate and complete;
- once your contact or any other personal information changes, you should contact us in order to make the necessary updates;
- if we contact you with a request for your information update or any other corresponding inquiry, you shall respond us within fifteen (15) calendar days;
- you acknowledge that a willful decline to present us with the accurate, precise, correct and up-to-date information may lead to your domain name suspension or even cancellation according to the ICANN Rules and Policies;

- you acknowledge that you if fail to respond our information inquiry within fifteen (15) calendar days, we might suspend and then cancel your domain name according to the ICANN Rules and Policies;
- you acknowledge that if we find out that your domain name in any manner violates or somehow infringes any rules, policies or rights and you neglect our inquiries, we are authorised to suspend or even cancel your domain name due to the ICANN Rules and Policies;
- the domain name registration will not have any negative impact or in any manner violate the rights of any third party;
- your domain name registration is not aimed at any unlawful purposes and activities;
- you will not use the registered domain name in order to violate any laws, regulations or the Registry Operator's rules and policies;
- it is your responsibility to make sure and determine that your domain name in no manner violates or infringes someone else's rights, including any foreign language translations.
- Individual registries may have their own rules that restrict the registration or use of domain names.

#### 4. Service Terms and Conditions, Renewal and Redemption.

4.1. You should acknowledge that all fees and payments for the domain name registration are processed by WEDOS Internet a.s. The domain name is registered for a fixed period of time. If you fail to pay the domain name registration fees at the end of each registration period, the domain name will be subject to suspension and cancellation.

4.2. Please note that prior to the domain expiration date, WEDOS Internet a.s. will send at least 2 expiration notices to you: **the first one** - 1 month prior to the expiration date and **the second one** - 1 week prior to the expiration date. Please make sure that you have indicated or updated your contact information in time.

4.3. If you failed to renew and prolong your domain name in time, please, keep in mind that WEDOS Internet a.s. is currently holding on to the following policies:

- 8 days after the expiration date of the domain name registration – DNS is disabled;
- 30 days after the expiration date of the domain name registration – the domain is deleted and can only be restored.
- 60 days after the expiration date of the domain name registration - the domain is canceled and it's not possible to renew it
- 65 days after the expiration date of the domain name registration - the domain is released for further sales and is open to anybody for further registration

4.4. Domain restoration is an additional paid service, which allows the domain to be restored. Please find the price list here: <https://www.wedos.com/domains/surcharge-services>

4.5. Please note that WEDOS Internet a.s. doesn't withhold any responsibility for domain name renewal: you are fully responsible for the domain name renewal and prolongation.

4.6. This Agreement is valid for the whole period of the domain name registration. In the event that you decide to transfer your domain name registration to another Registrar, the day of the transfer becomes the last day when this Agreement is valid. Please take into account that domain name registrations can not be transferred to another Registrar within 60 (sixty) days of registration.

## 5. License of the Domain Name.

5.1. Please be aware that even if you license use of a domain name to a third party, you will still remain responsible for all obligations under this Agreement and the terms of the specific registry that manages the domain., such as: providing accurate, precise and up-to-date administrative and technical contact information, liability for harm caused willfully or undeliberately by wrongful use of the domain name registration, unless you decide to disclose the identity and current contact information of the licensee within seven (7) calendar days to a party providing the reasonable evidence of harm.

## 6. Domain Name Policies.

6.1. Please note that your domain name should be in accordance with the syntax norms stated by ICANN. Please also make sure that your personal data and information complies with the syntax rules stated by ICANN. Please find additional information on accuracy here: <https://whois.icann.org/en/whoisars-validation>

## 7. Breach of the Agreement.

7.1. Please note that the following actions might and will lead to your domain name suspension and cancellation:

- a willful decline to present us with the accurate, precise, correct and up-to-date information;
- if you fail to respond to our inquiry within fifteen (15) calendar days, we might suspend and then cancel your domain name according to the ICANN Rules and Policies;
- if we find out that your domain name in any manner violates or somehow infringes any rules, policies or rights and you neglect our inquiries, we are authorised to suspend or even cancel your domain name due to the ICANN Rules and Policies;

For the full list of Registrant obligations please refer to [Part \(3\)](#).

## 8. Dispute Resolution.

8.1. By signing this Agreement you automatically agree to the Domain Name Dispute Policy and the Dispute Policy procedures that can be found here: <https://www.icann.org/resources/pages/dndr-2012-02-25-en>. Please be aware that we can modify the Dispute Policy at any time, in order to comply with the ICANN Rules and Policies. Please also be aware that if you continue to maintain your domain name at WEDOS Internet a.s. after the possible modifications and changes, you automatically agree to the modified Dispute Policy. In case of disagreement, you may request for your domain name to be transferred or deleted.

## 9. Suspension and cancellation of the Domain Name.

As mentioned in [Part \(3\)](#), ‘Registrant obligations’ and [Part \(7\)](#), ‘Breach of the Agreement’, the following actions might lead to your domain name suspension and cancellation:

- a willful decline to present us with the accurate, precise, correct and up-to-date information;
- if you fail to respond our inquiry within fifteen (15) calendar days, we might suspend and then cancel your domain name according to the ICANN Rules and Policies;
- if we find out that your domain name in any manner violates or somehow infringes any rules, policies or rights and you neglect our inquiries, we are authorised to suspend or even cancel your domain name due to the ICANN Rules and Policies;

- if the domain name is not paid on time according to the principles set out in [Part \(4\)](#), the domain name will be canceled;

Moreover, your domain name might be suspended and then canceled if:

- your failure to follow the policies established by the ICANN and the Registry Operator will lead to a material breach of this Agreement. This will entitle us to proceed with the cancellation of your registration.

By signing this Agreement you acknowledge and accept that your domain name registration may be cancelled, suspended or transferred pursuant to any ICANN adopted specifications or policies or pursuant to any registrar or registry procedure not consistent with an ICANN adopted specification.

- in case the registration has taken place as a result of a previous erroneous cancellation, you are obliged to correct the mistakes made by us or the Registry Operator while registering the domain name, including but not limited to, its cancellation, within forty five (45) days from registration;
- for the resolution of disputes concerning the domain name. By signing this Agreement you acknowledge and accept that the Registry Operator may cause the cancellation or transfer of your registration that it deems necessary, in its discretion, to protect the stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or to avoid any liability, civil or criminal, on the part of the Registry Operator or us, as well as its or our affiliates, subsidiaries, officers, directors and employees. We and the Registry Operator reserve the right to put your domain name on hold during the resolution of a dispute. We reserve the right to suspend or cancel your domain name in the event that you use the domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or if you use your domain name in connection with unlawful activity. You understand that we will have to cause the cancellation of your domain name registration if we receive a notification for that action issued by a competent authority under the relevant applicable law.

## **10. Limitation of Liability.**

10.1. Please note that under no conditions does WEDOS Internet a.s. hold any responsibility for:

- loss of registration of a domain name for any reason except our negligence or misconduct;
- access delays, system errors, failures or interruptions;
- non-delivery or mis-delivery of data between you and us;
- events produced by the instructions received from the ICANN or the Registry operator;
- any failure to pay fees;
- lost profits due to any inconsistencies not related to our negligence or misconduct.

## **11. Indemnity**

11.1. By signing this Agreement you agree to indemnify, defend and hold harmless the ICANN, the Registries and the Registrar (WEDOS Internet a.s.) as well as their directors, affiliates, officers, employees, agents, partners, attorneys and subcontractors from and against any loss, claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the Registrant's domain name registration, including:

- your domain name registration and/or later use;

- your breach or violation of any term, condition, representation or warranty of this Agreement;
- your violation of any rights of others.

## **12. Applicable laws & Jurisdiction**

12.1. This Agreement is and shall be governed by the laws of Czech Republic. Any claim, dispute or other matter in question under this Agreement shall be decided by either the Courts of your domicile, as indicated in our WHOIS database at the time of the submission of the claim, or the courts of our registered domicile.

## **13. General Provisions.**

13.1. Please note that this Agreement contains the full agreement information, together with rules and conditions between you and us. Please also note that it supersedes all written or oral agreements between you and us.

13.2. Neither of us shall be liable for any loss or damage due to delays in its delivery or performance, for its failure to manufacture, deliver or perform, arising out of any cause beyond its reasonable control. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written and enforced as limited.